



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42 October 4, 2016

LORI GLASGOW
EXECUTIVE OFFICER

October 04, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO DONATE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT SURPLUS PROPERTY (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks Board approval to donate safety equipment (Patrol Vehicles) to the California Army National Guard (CAANG), for issuance to the 223rd Regiment, Regional Training Institute (RTI), for exclusive use in training at the Military Police (MP) School, at Camp San Luis Obispo, California.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the donation of Patrol Vehicles, listed in Attachment 1 to the CAANG for issuance to the MP School at Camp San Luis Obispo, California.
2. This donation of Patrol Vehicles will benefit the general interest and welfare of the citizens of the County and the United States, as it relates to CAANG's mission to provide emergency and defense support to civil authorities through realistic and professional training related to law and order, counter-terrorism, drug interdiction, and intelligence gathering.
3. Delegate authority to the Sheriff, or his designee, to sign and execute the Release of Liability, Assumption of Risk, and Indemnification Agreement (Attachment 2) with CAANG.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The donated Patrol Vehicles will be used to further enhance the National Guard soldiers' training to achieve Military Occupational Specialty (MOS) identifier 31B, MP Officer. The training certification is similar, if not identical, to the California Peace Officer Standards and Training (POST) requirements

for civilian peace officers. Those who successfully complete the MP training will conduct counter-terrorism, narcotics interdiction and enforcement, intelligence gathering, and assist local, state, and federal law enforcement agencies as it pertains to homeland security and the war on terrorism. Many MP personnel are assigned to CAANG's Homeland Response Force (HRF). The responsibility of HRF is to alert and assemble resources within 6 to 12 hours upon identified emergencies or crises. The HRF can deploy and provide casualty assistance, search and extract, decontaminate, medical triage and stabilize, fatality search and recovery to save lives and mitigate human suffering. On order, the HRF transitions operations to civil authorities.

The CAANG MP School lacks sufficient resources to provide realistic and necessary training assets to fulfill their mission. Through the cooperation of local, state, and federal law enforcement agencies, they are able to be proactive and address issues that help safeguard the County and the United States interests. A goal of the 223rd RTI is to provide the most efficient training environment within the Army School System.

The Department has a strong working relationship with CAANG and is regularly requested to assist in the training with MP officers.

This donation strengthens the Department's relationship with CAANG, and will serve to enhance the partnership of the County and the Department during times of emergency and/or disaster.

Implementation of Strategic Plan Goals

The donation of Patrol Vehicles to CAANG for the MP School supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness. This donation for the utilization by the CAANG MP School will provide additional support in their efforts to protect the citizens of the County, as well as the United States.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County's budget and no financing is involved. This safety equipment has outlived its service life with the Department. The CAANG will assume all responsibility for the retrieval of any donated surplus equipment, as well as the removal of any County or Department emblems. The CAANG signed the Release of Liability, Assumption of Risk, and Indemnification Agreement (Attachment 2). The CAANG will also assume the costs associated with the transportation of the donated items.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A donation of public funds is valid if it serves the public purpose of the donor. The donation must serve the general interests and welfare of the citizens of the County as a whole (Government Code Sections 25365, 25504). In approving this request, the Board must find that this donation benefits the interest and welfare of the County. This donation serves this purpose as the CAANG has a proactive role during times of emergency and/or disaster in protecting its local residents, apprehending fugitives from the United States, addressing counter-terrorism issues, and interdicting narcotics before they reach the County. The CAANG shall indemnify the County against any liability through the use of the donated items.

This letter has been reviewed by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services. The Patrol Vehicles have been extensively inspected by the Department's Fleet Management Unit personnel and Internal Services Department mechanics. Each of the vehicles have exceeded their individual mechanical limits for deployment in a law enforcement capacity, and are therefore deemed unusable and/or unsuitable for static display or other Department support use, based on their overall condition.

CONCLUSION

This is an opportunity for the County to assist partners in law enforcement within CAANG and provide essential training assets, which will aid in maintaining their proficiency level for military force protection, as well as vital assistance to the citizens when providing support to civil authorities within the County.

Upon the Board's approval, please forward one copy of the adopted Board letter to the Department's Professional Standards Division.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and a cursive "McDonnell".

JIM McDONNELL

Sheriff

JM:ERG;eg

Enclosures



SHERIFF'S DEPARTMENT USE ONLY
APPLICATION FOR AUTHORITY TO DISPOSE OF SURPLUS PROPERTY

TODAY'S DATE	PAGE #
06/21/2016	1 OF 1

UNIT INFORMATION:			
UNIT NAME: Fleet Management Unit			PHONE: (323) 881-3982
DISPOSAL <u>RECOMMENDED</u> BY (FULL NAME): Hiroshi Aramaki	RANK/TITLE: AAEC	EMPLOYEE #: 485007	PHONE: (323) 267-3016
DISPOSAL <u>AUTHORIZED</u> BY (FULL NAME): David C. Do	RANK/TITLE: Lt.	EMPLOYEE #: 253696	PHONE: (323) 881-3982
SIGNATURE: 			DATE: 6/21/16

The items listed below are authorized to be disposed of in accordance with provisions of Government Code Section 25503 through 25507

LINE NO.	DESCRIPTION	QTY	DISPOSAL REASON CODE	CONDITION CODE	SERIAL NO.	FIXED ASSET TAG NO.	CSW NO.	SURPLUS CODE
1	2007 B/W Ford Crown Victoria	1	U	F		SD5794		
2	VIN: 2FAFP71WX7X114106		(BLANK)	(BLANK)				
3	2009 B/W Ford Crown Victoria	1	U	F		SD7047		
4	VIN: 2FAHP71V79X110792		(BLANK)	(BLANK)				
5			(BLANK)	(BLANK)				
6			(BLANK)	(BLANK)				
7			(BLANK)	(BLANK)				
8			(BLANK)	(BLANK)				
9			(BLANK)	(BLANK)				
10			(BLANK)	(BLANK)				
11			(BLANK)	(BLANK)				
12			(BLANK)	(BLANK)				
13			(BLANK)	(BLANK)				
14			(BLANK)	(BLANK)				
15			(BLANK)	(BLANK)				

REFERENCE GUIDE:

Check here if continuation page is needed ☐

- * = Reason Code: U – Unusable/Damaged & Uneconomical to repair; O – Obsolete; E – Excess to current needs
 ** = Condition Code: P – Poor; F – Fair; G – Good; E – Excellent; V – Various
 *** = Auditor-Controller Fixed Asset tag number or department portable equipment tag number

TO BE COMPLETED BY CENTRAL SUPPLY & LOGISTICS:

RUBBISH/SCRAP METAL DISPOSAL, DISPOSAL BY (FULL NAME):	RANK/TITLE:	EMPLOYEE #:	DATE:
RECEIVED BY (FULL NAME):	RANK/TITLE:	EMPLOYEE #:	DATE:

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

FOR DONATION OF EQUIPMENT FROM THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR USE BY
THE CALIFORNIA MILITARY DEPARTMENT- CALIFORNIA ARMY NATIONAL GUARD

CAUTION-- READ THIS DOCUMENT IN FULL BEFORE SIGNING

This Release of Liability, Assumption of Risk and Indemnification Agreement (Release) by the California Military Department (CMD), specifically, the California Army National Guard (CAANG) a government agency of the United States of America, and State of California for the benefit of the County of Los Angeles, State of California is made and entered into as of the date executed below.

Whereas, the Los Angeles County Sheriff's Department (LASD) values its on-going relationship with the CMD-CAANG, and upon execution of this agreement shall seek authorization from the Los Angeles County Board of Supervisors to donate Equipment to a government agency of the United States of America located in the County of Los Angeles to be provided to the California Military Department, California Army National Guard, pursuant to the State of California, Government Code section 25365; and;

Whereas, as a necessary prior condition for the donation of Equipment, the CMD-CAANG agreed to this Release; Therefore, in exchange for the sole consideration of the County of Los Angeles and the Los Angeles County Sheriff's Department donating the Equipment for exclusive use by the California Army National Guard, specifically, the 223rd Regimental Training Institute; Military Police School at Camp San Luis Obispo, California:

1. The California Army National Guard, a component of the California Military Department, hereby acknowledge, the Equipment has exceeded the manufacturer's recommendations for safe use, the Equipment is in used condition varying from fair to poor, and is provided "as is." The County of Los Angeles, including its Special Districts, elected and appointed officers, employees, and agents, hereinafter "County Indemnities" are providing the Equipment without warranty of any kind as to the condition, safety, or suitability of the equipment, for any purpose, and without any other warranty, express or implied. All implied warranties, including without limitation, implied warranties of merchantability and fitness for any particular purpose, including but not limited specifically to the ability of the Equipment to provide physical protection, are hereby expressly disclaimed.

The California Military Department, and its component the California Army National Guard and/or the person using the Equipment are solely responsible for any hospital or other costs arising out of any bodily injury, death or property damage suits, the California Military Department-California Army National Guard, sustain while using the Equipment, and therefore hereby assume any and all such risk.

2. The California Military Department-California Army National Guard, understands and accept, use of the Equipment in any manner, including, but not limited specifically for the purpose of providing physical protection, exposes the user to certain inherent risks, obvious and non-obvious, that cannot be eliminated regardless of the care taken to avoid injury. The specific risks may vary by activity, and may result in harm to the user, including but not limited to (1) minor bodily injury and/or illness such as

scratches and bruises, (2) loss of personal property (3) major bodily injury and/or illness, such as joint or back injuries and heart attacks, and (4) catastrophic bodily injury or illness including paralysis and death.

3. The California Military Department-California Army National Guard on behalf of itself, its subdivisions, all elected and/or appointed officers, all employees, and all agents, their legal heirs, predecessors, successors, affiliates, representatives, assigns, transferees, beneficiaries, agents, and attorneys and each of them, directly or indirectly, does hereby absolutely, fully and forever release, relieve, waive, relinquish, and discharge the County of Los Angeles, and its Special Districts, elected and appointed officers, employees, and agents, and the CMD-CAANG, from and against any and all liability, including but not limited to, any and all actions, causes of action, suits, claims, debts, demands, obligations, costs, expenses, damages, accounts, and liens of every kind and nature, known or unknown, suspected or unsuspected, pertaining to the Equipment to the maximum extent permitted by law.

4. That the California Army National Guard on behalf of the California Military Department shall defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents, and the CMD-CAANG, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), including but not limited to those made by any individual, group or entity, and/or their legal heirs, executors, administrators and assigns, arising from or connected in any way whatsoever directly or indirectly with any use of the Equipment.

5. The California Military Department-California Army National Guard, understand that acceptance of this Release by County Indemnities shall not constitute a waiver, in whole or in part, of sovereign immunity by County Indemnities; that it shall be effective in perpetuity, including in the event of any subsequent disposition, disposal, sale or donation of the Equipment by the CMD-CAANG.

6. The California Military Department-California Army National Guard hereby waives all benefits flowing from any state statute, law of the United States of America, international treaty or other law in any jurisdiction that would negate or otherwise limit the scope of this Release, including but not limited to Section 1542 of the California Civil Code which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

7. This Release shall be governed in all respects by the laws of the state of California and the United States of America without regard to choice of law provisions. For purposes of this agreement, the CMD-CAANG consents to the exclusive jurisdiction and venue for any action under this Release as the state or federal courts in the County of Los Angeles, California, United States of America.

8. This Release and the list of Equipment constitute the complete and exclusive statement of understanding between the parties, and supersede all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Release. No change to this Release shall be valid unless signed by authorized individuals of the CMD-CAANG and the County of Los Angeles.

The California Military Department-California Army National Guard, and the person executing this Release hereby warrants that the CMD-CAANG, and the person executing the Release are legally authorized to grant and execute this Release on behalf of the California Military Department-California Army National guard, agents and individual military police officers and/or any other individual who receive and/or use the Equipment.

Executed this _____ day of July, 2016 at:

10 Sonoma Avenue, San Luis Obispo, California 93405

Signature

Printed Name

Title

Signature

JIM MCDONNELL
Printed Name

SHERIFF, COUNTY OF LOS ANGELES
Title